

42-0332 STORAGE

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Gloucester

AGREEMENT  
BETWEEN  
 GLOUCESTER COUNTY PROSECUTOR  
AND  
 GLOUCESTER COUNTY DETECTIVES' ASSOCIATION

LIBRARY  
Institute of Management and  
Labor

MAR 20 1982

RUTGERS UNIVERSITY

x January 1, 1982 - December 31, 1982

PREAMBLE

THIS AGREEMENT, entered into by the Gloucester County Prosecutor, hereinafter, employer; and Gloucester County Detectives Association, hereinafter, "G.C.D.A.", has as its purpose, the promotion of harmonious relations between the employer and G.C.D.A.; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I  
RECOGNITION

THE EMPLOYER recognizes the G.C.D.A., as being the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment, except for those expressly granted to the Prosecutor, for all of its employees in the classifications of Investigator, Detective, Identification Officer and Chief Identification Officer, and for such additional classifications as the parties may later agree to include.

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ARTICLE II  
GRIEVANCE PROCEDURE

1. Definitions

- A. Grievance - an allegation by an employee that a specific provision of this Agreement has been violated.
- B. Employee - any member of the bargaining unit.
- C. Employer - the Prosecutor of the County of Gloucester.

2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting their terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and to have the grievance adjusted without the intervention of the Association.

3. Presentation

The employee shall have the right to present his grievance on his own, or by an attorney, or to designate an Association representative to appear with him in accordance with the following steps.

Step I - An employee shall deliver a written and signed grievance to their Captain within ten (10) calendar days of the occurrence of the grievance. The Captain shall render a written decision within ten (10) calendar days after receipt of the grievance.

Step II - In the event a satisfactory settlement has not been reached through Step I procedures, the employee may file a written signed grievance with the Prosecutor, or his Designee, within five (5) calendar days following the receipt of the decision at Step I. The Prosecutor, or his Designee, shall render a written decision within ten (10) working days after receipt of the grievance. The decision of the employer shall be final and binding.

## ARTICLE III

### MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the said employer now has or had prior to the signing of this Agreement, are retained by the employer except for those which are specifically abridged or modified by this Agreement. Such abridgement, or modification, shall be to the extent specifically set forth in this Agreement only and such abridgements, or modifications, are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedures set forth in Article VI hereof.

## ARTICLE IV

### WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

## ARTICLE V

### WORK CONTINUITY

The Association agrees that, for the life of this contract, there shall be no strike, slow down, sick out or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the employees to engage in such prohibited activities.

ARTICLE VI  
RATES OF PAY

The pay scale for all employees covered by this Agreement, shall be as set forth in Schedule A. New, or additional employees, hired after December 31, 1979, shall be employed on step I of the appropriate scales for the particular calendar year of employment.

In any case where a more qualified person is available, the employer may make such an adjustment in the hiring rate as deemed necessary to properly and justifiably fill a position.

Rates of compensation, provided for in these regulations, are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service, or if the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position, (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

The minimum starting salary for 1982 shall be \$15,500.00 minimum.

### SCHEDULE A

The yearly salary for each member of this bargaining unit, for 1982, shall be in accordance with the following:

#### SCALE A

<u>UNIT MEMBER</u>	<u>1982 SALARY</u>
Byrd, John V III	\$25,468.00
Henry, Richard C	25,468.00
Pluguez, Michael J	25,468.00
Genovese, T. Paul	25,468.00
Frambes, James	25,468.00
Wildes, William J.	25,468.00
Wechter, Donald H.	25,468.00
Reeves, Norman H.	25,468.00
Philpot, Herman E.	23,085.00
Dumont, Lloyd F.	24,969.00
Cramer, Melvin A.	24,969.00
Boughter, Henry J.	26,219.00
Wright, Jeffrey C.	24,969.00
Rowand, Robert P.	20,729.00
Watson, Thomas T.	24,969.00
Chandler, Richard G.	24,969.00
Ferris, Robert M.	24,969.00
Reese, Nadine	20,301.00
Marino, Michael J.	18,801.00

Schedule A (Continued)

<u>UNIT MEMBER</u>	<u>1982 SALARY</u>
McGough, William J.	22,142.00
Szolack, Joseph T.	18,801.00

NOTE: Salary for each member of the bargaining unit shall be retro-active to January 1, 1982.

ARTICLE VII  
MEDICAL INSURANCE

There shall be no change in the Group Hospital Plan presently maintained and paid for by the Board of Freeholders on behalf of the employees except in the case of a new plan that is equivalent, or better. No changes will be made without first discussing them with the G.C.D.A.

The employer shall allow employees, upon retirement, to elect participation in the employer's health group insurance coverage plans. The retired employee shall compensate for such costs prior to pension disbursement.

If the Gloucester County Board of Chosen Freeholders grants a new insurance plan (s) to all County employees, within the duration of this Agreement, then the employer herein agrees to open this contract for negotiations on this issue.

ARTICLE VIII  
FRINGE BENEFITS

Clothing/Maintenance Allowance

All persons covered by this Agreement will receive \$300.00 per year clothing/maintenance allowance payable for 1980. For the second and third years of this Agreement, clothing/maintenance allowance shall be \$325.00 for 1981, and \$350.00 for 1982.

Automobile

Automobiles shall be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his vehicle, at any time, for County business, he will be reimbursed at the rate of 18.5 cents per mile, or at any increased rate as may be granted by the Employer.

Fringe Benefits

All employees in the bargaining unit will retain all of the fringe benefits listed in the current County Personnel Manual for the duration of this Agreement.

If the Gloucester County Board of Chosen Freeholders grants all County employees a sick leave compensation provision, then the employer herein agrees to immediately reopen this Agreement for the negotiations on such issue.

## ARTICLE IX

### OVERTIME

Effective October 1, 1980, employees who are required to work in excess of 36 hours per week shall be compensated as follows:

That between October 1, 1980 and September 30, 1981, the work period for all unit members shall be considered to be 144 hours (4 weeks x 36 hours).

That the first sixteen (16) hours worked during such four week period, in excess the 144 hours, shall be compensated for by means of straight time release (compensatory) time.

That for all hours worked in excess of 160 hours during any four (4) week period, the unit member shall receive straight time wages.

That commencing with October 1, 1981, the work period for all unit members shall be considered to be 72 hours during each two week period.

That the first eight (8) hours worked during any such two week period, in excess of 72 hours, shall be compensated for by means of straight time release (compensatory) time.

That for all hours worked in excess of 80 hours during any such two (2) week period, the unit members shall receive straight time wages.

## ARTICLE X

### GENERAL PROVISIONS.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the employer and G.C.D.A. may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum seven (7) day advance notice will be given by G.C.D.A. or the employer.

### EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, martial status, political affiliation, union membership, or legal union activities.

### LIAISON

A maximum of three (3) representatives of the G.C.D.A. and three (3) representatives for the employer shall meet at a time of mutual convenience to both parties, during March and September, to discuss substantive problems of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party, and such written notification shall explicitly list the item (s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting (s) are not intended to be negotiation sessions.

## ARTICLE XI

### TERMINATION

This Agreement shall be effective as of the 5<sup>th</sup> day of January and shall remain in full force and effect until the 31st day of December, 1982.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in anyway except as herein granted without express written approval of both parties.

Signed this 5<sup>th</sup> day of January

BY: John T. Ziegler

PROSECUTOR, COUNTY OF GLOUCESTER

GLOUCESTER COUNTY DETECTIVES ASSOCIATION:

BY: D. J. O'Neil

BY: Robert M. Friesen

BY: John Boyd